

## First Amendment to the Project Director Services for the MMIS Implementation Project Contract

This First Amendment to Contract Number MED-12-018 (the “First Amendment”) is effective as of October 1, 2014, between the Iowa Department of Human Services (“Agency”) and Griffin Enterprise Solutions, Inc. (“Contractor”).

**Section 1: Background.** The Agency has thus far elected to not move forward with implementation of a new MMIS, the oversight of which constituted Contractor’s original scope. Therefore, the parties to this Contract are amending the Contract to remove any reference to the MMIS oversight scope of work and replacing that Scope of Work with oversight duties of the ICD-10 implementation project

**Section 2: Amendment to the Contract.** The Contract is amended as follows:

**Revision 1.** Section 1.3.1 of the Contract and all provisions of the Contract before Section 1.3.2 are modified to read as follows:

### **1.3.1. Scope of Work for ICD-10 Implementation Project:**

**1.3.1.1** Contractor shall provide project management and quality assurance and quality control services for the ICD-10 implementation project through implementation and operational start-up of ICD-10 through a single qualified resource.

**1.3.1.2** No later than October 6, 2014, the Contractor shall provide a resource to support the implementation of the ICD-10 project such that the implementation of ICD-10 meets all federal compliance obligations within the timeframes set by the federal government, currently established as October 1, 2015.

**1.3.1.3 Contractor Responsibilities.** The Contractor’s duties shall include but may not be limited to:

- a. Re-establish the role of project manager within the current project implementation;
- b. Update and maintain a project management plan, work plan, organization and schedule;
- c. Pro-actively manage the project so risks are mitigated;
- d. Review all deliverables and work products that have been produced relative to current project activities;
- e. Perform quality reviews on current activities of the project including testing and training;
- f. Identify any gaps that may exist to successfully operationalize ICD-10 by the federally mandated date;
- g. Assure compliance with all CMS requests related to implementation and readiness of State’s ICD-10 project;
- h. Produce status reports at intervals directed by the Agency;
- i. Create ad hoc reports as requested;

- j. Update and maintain an effective communication plan;
- k. Identify and assign within the project resource allocation any tasks that will improve the quality outcomes of the project; and
- l. Minimize risks within the project to implement on time and successfully.
- m. Assure ICD-10 implementation transitions smoothly within the operational environment of the IME by monitoring daily operations to identify and resolve issues.
- n. Provide other project management services as mutually agreed upon between the Agency and the Contractor.

**1.3.1.4 Contractor Deliverables.** All deliverables are subject to approval by the Agency to be considered final:

- a. Updated Project Management Plan;
- b. Updated Project Work Plan and Schedule;
- c. Updated Project Organizational Plan;
- d. Updated Project Repository;
- e. Lessons Learned Reports;
- f. Maintenance Reports;
- g. Status Reports;
- h. Ad Hoc Reports;
- i. Updated Communication Plan;
- j. Operational Stabilization Plan;
- k. Quality Reviews;
- l. Risk Mitigation Reports;
- m. Gap Analysis Report; and
- n. Federal Reporting including IAPD reporting and Assessments.

**1.3.1.5 Contractor Performance Measures:**

- a. Contractor shall submit the Project Management Plan and the Project Work Plan and Schedule for Agency approval within two weeks of the effective date of the First Amendment.
- b. Dates for other deliverables will be according to an Agency-approved schedule as outlined in the Project Work Plan and Schedule.
- c. Contractor shall meet all federal compliance requirements as relates to the ICD-10 Project.
- d. Contractor shall manage activities and provide quality review of implementation to assure the State's compliance on October 1, 2015.

**Revision 2:** Section 1.3.4.1 of the Contract entitled "Pricing – Project Director" is hereby modified to read as follows:

**1.3.4.1 Pricing – Project Director.** In accordance with the payment terms outlined in this section and Contractor's completion of the Scope of Work as modified by the First Amendment, the Contractor will be compensated as follows for work beginning on the effective date of the First Amendment:

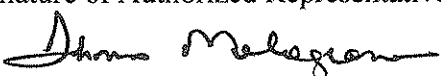
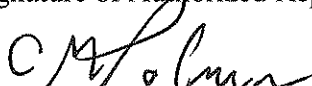
Time Period	Hourly Rate
Effective date of the First Amendment - June 30, 2015 .....	\$118.00
July 1, 2015 - June 30, 2016 .....	\$121.00
July 1, 2016 - June 30, 2017 .....	\$123.00
July 1, 2017 - Anniversary of Contract .....	\$125.00

**Revision 3:** Section 1.3.4.2 of the Contract entitled "Pricing – MMIS Advisor" is deleted and replaced with the following:

**1.3.4.2 MMIS-Related Scope:** Notwithstanding any language of the Contract to the contrary, as of the effective date of the First Amendment the Agency's payment obligations related to implementation of an MMIS shall cease until further amendment of the contract re-establishing the Scope of Work and payment obligations. Contractor may invoice the Agency for any work performed prior to the effective date of the First Amendment in relation to MMIS-Related Scope at the rate of \$118 per hour.

**Section 3: Ratification & Authorization.** Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and this Amendment constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

**Section 4: Execution.** IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, Griffin Enterprise Solutions, Inc.	Agency, Iowa Department of Human
Signature of Authorized Representative: 	Signature of Authorized Representative: 
Printed Name: Thomas M. Mologianes	Printed Name: Charles M. Palmer
Title: Chief Executive Officer and President	Title: Director
Date: 10/1/2014	Date: 10-8-14